REMARKS/ARGUMENTS

In response to the above-identified Office Action, Applicants have amended their application and respectfully request reconsideration thereof.

Claims 26-50 are new.

Claims 1-50 are pending.

Claims 1-25 stand rejected under 35 U.S.C. § 1-2(a) as being anticipated by U.S. Pat. No. 5,557,798.

35 U.S.C. § 102(a) Rejection

To anticipate a claim, the reference must teach every element of the claim. "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

Claims 1-10, 12-21 and 23, as amended, are not anticipated by Skeen under 35 U.S.C. 102(a) because Skeen does not disclose each and every limitation of the claims.

The Examiner has rejected claims 1 and 12 under 35 U.S.C. 102(a) as anticipated by Skeen. Claim 1, as amended, which is representative of claims 1 and 12, includes the following limitation:

issuing notification at the publisher application that the identified subscriber application requested registration;

(Claim 1, emphasis added)

Skeen does not disclose <u>issuing notification at the publisher application that the identified subscriber application requested registration</u>, as is recited in claims 1 and 12. Instead, Skeen discloses "sending a subscription registration message to register said

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subscription for said desired data with the one of more computers having in execution thereon said one or more data location and access programs which are coupled to said process(es) and/or service instances which publish said requested data." In accordance with Skeen, the subscription request is registered with the "one or more data location and access programs," and not "the process(es) and/or service instances which publish said requested data." Therefore, the publisher application never has knowledge that an identified subscriber application has requested registration and can not issue notification.

By way of clarification, the system described in Skeen is based on the <u>decoupling</u> of the publishing application and the subscribing application. According to Skeen:

> Architectural decoupling is provided by an information layer such that a requesting process can request data regarding a particular subject without knowing the network address of the server or process where the data may be found. This form of decoupling is provided by a subject-based addressing system within the information layer of the communication component of the interface.

(<u>Skeen</u>, Col. 4, Line 56). In accordance with Skeen, <u>the publishing application is decoupled from the subscriber application</u> and in between there exists a communication component, where subscription requests are received. (See Col. 52, Line 1, See also Fig. 1 illustrating a clear separation of the Application 16 and the Communications Interface 16). Consequently, in contrast to claims 1 and 12, Skeen does not disclose <u>issuing notification at the publisher application that the identified subscriber application requested registration</u>.

In addition, claim 1 as amended, which is representative of claims 1 and 12, includes the following limitation:

> establishing, in response to the subscription request, a certified communications session between the subscriber application and the publisher application in which <u>the publisher application</u> communicates subsequent messages of the first type to at least the subscriber application

and <u>monitors whether the subscriber application has received each such</u> <u>message, and issues notification at the publisher application when the</u> <u>subscriber application receives each such message,</u> thereby establishing a certified message delivery session between the publisher application and the subscriber application.

(Claim 1, Emphasis added).

The Office Action contends that the above limitation of claim 1 is disclosed in Skeen at column 5, line 47. In relevant part, Skeen discloses:

> One of these value added services is the reliable broadcast protocol. <u>This protocol engine adds sequence numbers to packets of packetized</u> <u>messages on the transmit side and verifies that all packets have been</u> <u>received on the receive side. Packets are stored for retransmission on the</u> <u>transmit side. On the receive side, if all packets did not come in or some</u> <u>are garbled, a request is sent for retransmission. The bad or missing</u> <u>packets are then resent.</u> When all packets have been successfully received, an acknowledgment message is sent. This causes the transmit side protocol engine to flush the packets out of the retransmit buffer to make room for packets of the next message.

(Skeen, Col. 5, Line 47, Emphasis added).

Applicants respectfully propose that Skeen does not disclose <u>a publisher</u> <u>application monitoring whether a subscriber application has received each message and</u> <u>issuing notification at the publisher application when the subscriber application</u> <u>receives such message.</u> Instead, Skeen discloses a reliable broadcast **protocol**. In accordance with the protocol described in Skeen, on the publisher side, the protocol engine adds sequence numbers to packets that are transmitted to the subscriber. On the subscriber side, the protocol engine determines whether all packets are received from the protocol engine on the publisher side by analyzing the sequence numbers. If packets are received out of order, the protocol engine on the subscriber side issues a request to have the protocol engine on the publisher side retransmit the missing packet or packets.

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In contrast to Skeen, claims 1 and 12 state that <u>a **publisher application monitors**</u> <u>whether the subscriber application has received messages</u>. Unlike Skeen, claims 1 and 12 relate to messages being passed between a publisher application and a subscriber application at the application level, not packets transmitted at the protocol level. Furthermore, in accordance with claims 1 and 12, the monitoring is done on the publisher side by a publisher application, whereas, under Skeen, the protocol engine verifies the receipt of packets on the subscriber side and the protocol engine, not the publisher application, receives acknowledgment of receipt on the publisher side. Consequently, Skeen does not disclose a publisher application monitoring whether a subscriber application has received messages, as is recited in claims 1 and 12. Furthermore, because the publisher application never has knowledge of whether the subscriber application has received a particular message, notification can not be issued at the publisher application when the subscriber application receives each message, as is recited in claims 1 and 12.

Claims 11, 22 and 24-25 as amended are not obvious under 35 U.S.C. 103(a) in view of the combination of Skeen and Martino.

Claims 11, 22 and 24-25 stand rejected under 35 U.S.C. 103(a) as obvious under Skeen in further view of Martino.

Claim 11 is dependent on claim 1. Therefore, in order to render dependent claim 11 unpatentable, the combination of Skeen and Martino must teach or suggest each and every limitation of claim 11, including the limitation of independent claim 1 referred to above. However, like Skeen, Martino fails to disclose <u>issuing notification at the</u> <u>publisher application that the identified subscriber application requested registration,</u> as claimed in independent claim 1. Consequently, claim 11 is not rendered unpatentable under Skeen in further view of Martino.

Similarly, claim 22 is dependent on claim 12. In order to render dependent claim 22 unpatentable, the combination of Skeen and Martino must teach or suggest each and every limitation of claim 22, including the limitation of independent claim 12 referred to above. However, like Skeen, Martino fails to disclose <u>issuing notification at the publisher application that the identified subscriber application requested registration</u>, as claimed in independent claim 12. Consequently, claim 22 is not rendered unpatentable under Skeen in further view of Martino.

Dependent claims 24 and 25 depend on independent claim 23. Independent claim 23 includes the following limitation:

> **<u>issuing notification at the publisher application that the identified subscriber application requested registration.</u>**
>
> (claim 23, emphasis added).

Neither Skeen nor Martino, individually or in combination, teach or suggest <u>issuing notification at the publisher application that the identified subscriber application requested registration</u>. Instead, Skeen discloses a communication component receiving "subscribe" requests from an application which specifies the subject upon which data is requested. (Col. 4, line 64+). In contrast, claim 22 relates to a publisher application issuing notification that a subscriber application has requested registration. Because the publisher application never has knowledge of the subscriber application in Skeen, the publisher application cannot issue notification of the subscriber applications registration request. Martino also fails to disclose <u>issuing notification at the publisher application that the identified subscriber application requested registration</u>.

Therefore, for the above reasons, claims 12, 22, and 24-25 are not rendered unpatentable under 35 U.S.C. 103(a) over Skeen in view of Martino. It is respectfully submitted that in view of the amendments and remarks set forth herein, the above

rejections have been overcome. Accordingly, Applicants respectfully submit claims 1-25 are in condition for allowance.

In addition, claims 26-50 have been added. Independent claims 26 and 31 include the following limitation:

> establishing, in response to the subscription request, a certified communications session between the subscriber application and the publisher application in which the publisher application communicates subsequent messages of the first type to at least the subscriber application and monitors whether the subscriber application has received each such message, **wherein the certified message delivery session between the publisher application and the subscriber application is at the application level**.
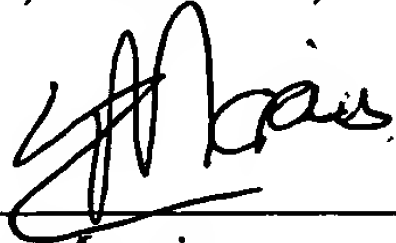
(Claim 26, emphasis added).

Neither Skeen, not Martino relate to or disclose establishing a certified message delivery session <u>wherein the certified message delivery session between the publisher application and the subscriber application is at the application level.</u> Instead, Skeen relates to and discloses a reliable broadcast **protocol** which operates at the protocol level. Therefore, Applicants submit that claims 26-50 are not anticipated by Skeen and are in condition for allowance.

It should furthermore be noted that the above amendments to the claims have not been made with a view to overcoming any prior art of which the Applicants are aware, or that has been cited in the present Office Action. The above amendments have been made with a view to modifying the form of the claims. For example, the word "application" has been added after the word "subscriber" in claims 1, 10, 12, 21, 23, 24 and 25 to coincide with the proper antecedent basis.

If there are any additional charges, please charge Deposit Account No. 02-2666.

If a telephone interview would in any way expedite the prosecution of the present application, the Examiner is invited to contact André Marais at (408) 947-8200 ext. 204.

Respectfully submitted,
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